

<p>DISTRICT COURT, ADAMS COUNTY, COLORADO 1100 Judicial Center Drive, Brighton, Colorado 80601</p> <p>STATE OF COLORADO, ex rel. JOHN W. SUTHERS, ATTORNEY GENERAL, and LAURA E. UDIS, ADMINISTRATOR, UNIFORM CONSUMER CREDIT CODE, Plaintiffs,</p> <p>v.</p> <p>REAL TALK NETWORK, INC., d/b/a REAL TALK NETWORK and GET REAL WITH DAVE, a Colorado corporation, REAL TALK, LLC, a Colorado limited liability company, REAL TALK RADIO SHOW NETWORK, LLC, a Colorado limited liability company, INSTITUTE OF CONSUMER ECONOMIC EDUCATION, LLC, a Colorado limited liability company, DAVID ALLEN BURKE, individually, and ERIK SALE, individually.; Defendants.</p>	<p><b>FILED Document – District Court CO Adams County District Court 17th JD 2010CV1131 Filing Date: Jul 9 2010 4:15PM MDT Transaction ID: 32064114</b></p> <p>Case No.: 10 CV 1131 Division A Courtroom 505</p>
<p align="center"><b>AMENDED TEMPORARY RESTRAINING ORDER</b></p>	

The Court, having reviewed the Complaint, Plaintiffs’ Motion for Temporary Restraining Order and Preliminary Injunction, the supporting Affidavit appended to the Motion, as well as having heard argument and evidence and being fully advised in the premises,

FINDS that a temporary restraining order should be entered for the following reasons:

1. This Court has jurisdiction in the matter presented herein by virtue of Colo. Rev. Stat. § 6-1-110(1), Colo. Rev. Stat. §§ 5-6-111 and 113 (2009), and Rule 65, C.R.C.P.

2. This Court is expressly authorized to issue a Temporary Restraining Order to enjoin ongoing violations of the Colorado Consumer Protection Act (“CCPA”) by Colo. Rev. Stat. § 6-1-110(1) (2009):

Whenever the attorney general or a district attorney has cause to believe that a person has engaged in or is engaging in any deceptive trade practice listed in section 6-1-105 or part 7 of this article, the attorney general or district attorney may apply for and obtain, in an action in the appropriate district court of this state, a temporary restraining order or

injunction, or both, pursuant to the Colorado rules of civil procedure, prohibiting such person from continuing such practices, or engaging therein, or doing any act in furtherance thereof. The court may make such orders or judgments as may be necessary to prevent the use or employment by such person of any such deceptive trade practice or which may be necessary to completely compensate or restore to the original position of any person injured by means of any such practice or to prevent any unjust enrichment by any person through the use or employment of any deceptive trade practice.

Colo. Rev. Stat. § 6-1-110(1). *See also* Colo. Rev. Stat. §§ 5-6-111 and 113.

3. Under Rule 65(b), it clearly appears from specific facts shown by affidavit or by testimony that immediate and irreparable injury, loss, or damage will result before the adverse parties or their attorneys can be heard in opposition.

4. Plaintiffs have shown from specific facts by affidavit or by testimony that Defendants' deceptive practices are injurious to the public and that continued violations, if not enjoined, will cause immediate and irreparable injury, loss or damage. *Baseline Farms Two, LLP v. Hennings*, 26 P.3d 1209, 1212 (Colo. Ct. App. 2001); *Lloyd A. Fry Roofing Co. v. State Dept. of Air Pollution*, 553 P.2d 200 (Colo. 1976); *Rathke v. MacFarlane*, 648 P.2d 648 (Colo. 1982). Immediate and irreparable injury to additional consumers will occur without a temporary restraining order because Defendants may continue to obtain money from consumers through deceptive and misleading representations and because Defendants' deceptive conduct may prohibit those consumers from obtaining actual assistance with their debt. As the Investigator's Affidavit and Complaint set forth, many consumers have relied on Defendants' misrepresentations regarding their abilities to help consumers improve credit and eliminate debt. Those consumers have paid Defendants thousands of dollars and have not received the services and results that Defendants promised.

5. Additionally, Plaintiffs have shown that Defendants are not operating in compliance with the Uniform Consumer Credit Code, Colo. Rev. Stat. §§ 5-1-101 *et seq.* ("UCCC"); the Colorado Credit Services Organization Act, Colo. Rev. Stat. §§ 12-14.5-101 *et seq.* ("CCSOA"), and the Federal Credit Repair Organizations Act, 15 U.S.C.A. §§ 1679a *et seq.* ("CROA"). Defendants continued noncompliance with these laws, which also protect consumers, will cause further immediate and irreparable injury.

6. Defendants will suffer no undue hardship by the entry of a temporary restraining order or preliminary injunction because Defendants have no right to continue to engage in unlawful and deceptive trade practices in the state of Colorado, or to collect money from consumers as a result of such unlawful and deceptive conduct in violation of

the CCPA. Defendants additionally have no right to operate in violation of the Uniform Consumer Credit Code, the Colorado Credit Services Organization Act, and the federal Credit Repair Organizations Act. Furthermore, Defendants have no right to unjustly benefit from their unlawful behavior. Without an injunction, Plaintiffs will be unable to adequately protect the public from Defendants' ongoing illegal activities.

7. C.R.C.P. 65(b) allows the entry of a temporary restraining order without written or oral notice to Defendants if it clearly appears from the facts shown by affidavit that immediate and irreparable injury, loss or damage will result from giving said notice. In view of the continuing and serious harm to consumers as outlined in the accompanying Investigator's Affidavit, the entry of a temporary restraining order without notice to Defendants is necessary and appropriate.

8. Pursuant to Rule 65(c) C.R.C.P., Plaintiffs are not required to provide a security bond.

**IT IS HEREBY ORDERED PURSUANT TO § 6-1-110(1) AS FOLLOWS:**

A. Defendants and their officers, directors, agents, servants, employees, independent contractors and any other persons in active concert or participation with Defendants who receive actual notice of the Court's order including, but not limited to, Melodie Rose Burke, Freedom Financial Partners, LLC and Reality Financial, LLC, are enjoined from:

1. Soliciting or accepting payment for services of any kind in connection with REAL TALK NETWORK, INC., d/b/a REAL TALK NETWORK and GET REAL WITH DAVE, REAL TALK, LLC, REAL TALK RADIO SHOW NETWORK, LLC, and INSTITUTE OF CONSUMER ECONOMIC EDUCATION, LLC (collectively, "RTN"), or any other company or person relating to debt elimination, debt management, debt settlement, debt counseling, wealth-building or credit repair services or products offered or provided to consumers;
2. Advertising, selling, marketing, displaying, offering or performing debt elimination, debt management, debt settlement, debt counseling, wealth-building or credit repair services or products offered or provided to consumers;
3. Publishing, broadcasting, distributing or disseminating any information, including written, oral, or video, relating to debt elimination, debt management, debt settlement, debt counseling, wealth-building or credit repair services or products offered or provided to consumers. Nothing in this Order shall prevent Defendants' attorneys of record, staff, or investigators from communicating with any consumer for purposes of preparing for the hearing on the preliminary injunction;
4. Performing, supervising, or otherwise participating in debt elimination, debt

management, debt settlement, debt counseling, wealth-building or credit repair services or products offered or provided to consumers; and

5. Referring any consumer who has signed a contract for the RTN program to a collections agency.
6. If Defendants choose to do so, they may communicate with existing clients only by providing full copies of this Amended Temporary Restraining Order or any preliminary injunction order along with a statement that the Defendants are vigorously defending the case and a statement of the next court hearing date.

B. Defendants and their officers, directors, agents, servants, employees, independent contractors and any other persons in active concert or participation with Defendants who receive actual notice of the Court's order including, but not limited to, Melodie Rose Burke, Freedom Financial Partners, LLC and Reality Financial, LLC, are required to:

1. Disable from public view within forty-eight (48) hours of the Order all Internet sites, domain names, URL addresses, registrations, and any other forms or materials that advertise, market or solicit any business relating to debt elimination, debt management, debt settlement, debt counseling, wealth-building or credit repair services including, but not limited to, [www.gortn.com](http://www.gortn.com) and [www.iceellc.com](http://www.iceellc.com) ;
2. Within five calendar days of the entry of the Order, withdraw from collections any and all consumer accounts that Defendants had previously referred to a collections agency;
3. Provide a status report and certification to the Court by July 12, 2010 that Defendants have complied with the foregoing (1) through (3).

C. In view of Defendants' fraudulent and deceptive practices perpetrated in and outside Colorado, it is necessary and appropriate for the Court to freeze any bank accounts of Defendants into which consumer funds have been deposited or transferred. Thus, it is necessary and appropriate that Defendants and their officers, managers, supervisors, directors, independent contractors and any other persons in active concert or participation with Defendants who receive actual notice of the Court's order including, but not limited to, Melodie Rose Burke, Freedom Financial Partners, LLC and Reality Financial, LLC, are enjoined from:

1. Withdrawing, transferring or otherwise encumbering any funds from any account, including but not limited to those accounts in Defendants' names, at any financial institution into which Defendants or their officers, directors, managers, supervisors, employees, independent contractors or any other persons in active concert or participation with Defendants order including, but

- not limited to, Melodie Rose Burke, Freedom Financial Partners, LLC and Reality Financial, LLC, deposited or transferred money received from consumers as a result of Defendants' deceptive business practices;
2. Negotiating any checks, money orders, wire transfers, drafts, or other negotiable instruments received by Defendants or their officers, directors, agents, servants, employees, independent contractors or any other persons in active concert or participation with Defendants including, but not limited to, Melodie Rose Burke, Freedom Financial Partners, LLC and Reality Financial, LLC, as a result of Defendants' business practices;
  3. Depositing or processing any credit card and debit card receipts obtained by Defendants or their officers, directors, agents, servants, employees, independent contractors or any other persons in active concert or participation with Defendants including, but not limited to, Melodie Rose Burke, Freedom Financial Partners, LLC and Reality Financial, LLC, as a result of Defendants' business practices, and using any financial transaction device, such as a debit or credit card number, obtained from any consumer; and
  4. Spending, transferring, giving away, or in any way disposing of any monies received by Defendants or their officers, directors, managers, supervisors, independent contractors or any other persons in active concert or participation with Defendants including, but not limited to, Melodie Rose Burke, Freedom Financial Partners, LLC and Reality Financial, LLC, as a result of Defendants' business practices.
5. Notwithstanding the provisions above, any freeze or limitation imposed by this Court's Temporary Restraining Order issued on July 7, 2010 is lifted for the limited purpose of allowing a wire transfer from the account with Compass Bank in the name of Financial Freedom Partners, LLC, Account No. XXXXXX8634, in amount of \$45,000 to an account for Moye White LLP at Northern Trust, N.A., Account No. XXXXXX5264. These funds shall be used legal fees and costs associated with the defense of the Defendants in this case.
6. Notwithstanding the provisions above, any and all freezes or limitations imposed by this Court's Temporary Restraining Order issued on July 7, 2010 on the account with Compass Bank in the name of Melodie Rose Burke, Account No. XXXXXX9229 are immediate lifted and vacated.
7. Notwithstanding the provisions above, any freeze or limitation imposed by this Court's Temporary Restraining Order issued on July 7, 2010 is lifted for the limited purpose of allowing a check payable to the CBeyond not to exceed the sum of \$2,100.00, from the account at Compass Bank, Account No. XXXXXX0660.

D. The provisions above apply, but are not limited to, accounts at the following banking institutions associated with Defendants: Wells Fargo, U.S. Bank, and BBVA Compass Bank.

E. In accordance with Rule 65(b) of the Colorado Rules of Civil Procedure, this Order is extended, for good cause shown, and shall remain in effect through the scheduled hearing date on the Plaintiffs' Motion for Preliminary Injunction on July 29, 2010 at 5:00 p.m.

DATED: July 9, 2010 at 4:00 p.m.

BY THE COURT:



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Edward C. Moss  
District Court Judge

APPROVED AS TO FORM:

/s/ \_\_\_\_\_  
Alissa Hecht Gardenswartz  
Assistant Attorney General  
Attorneys for Plaintiffs

/s/ \_\_\_\_\_  
William F. Jones  
Moye White, LLP  
Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was sent via LexisNexis to all counsel of record and pro se parties (as listed in Lexis/Nexis) on July 9, 2010.



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Lissa A. Ellis, Division Clerk